

**MEMORANDUM OF AGREEMENT:
PROTOCOL FOR COORDINATION BETWEEN
DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT,
DENVER, COLORADO, ENFORCEMENT AND REMOVAL OPERATIONS (ERO) AND
THE DENVER POLICE DEPARTMENT
WITH RESPECT TO ESCORT OPERATIONS CONDUCTED BY ERO
AT DENVER INTERNATIONAL AIRPORT**

1. **PARTIES.** This protocol is an agreement between Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) in Denver, Colorado, and the Denver Police Department (DPD).
2. **AUTHORITIES.**
 - 8 U.S.C. § 1103; 8 U.S.C. § 1231; 8 C.F.R. § 241.3(d); 8 C.F.R. § 236.6
 - 5 U.S.C. § 552a, Privacy Act of 1974, to include the System of Records Notice (SORN) for Alien File, Index, and National File Tracking System of Records (DHS-2013-0069)
 - 49 C.F.R. § 1544.221, Carriage of prisoners under the control of armed law enforcement officers; ICE/ERO Detention Standard on Transportation; ICE/ERO Memorandum: Standard Operating Procedures, Escapes and Releases, December 11, 2016; ICE/ERO Memorandum: Coordination with Airport Security Officials during International Detainee Escorts, January 6, 2012
3. **PURPOSE.** The purpose of this protocol is to set forth procedures relating to ERO escort operations through Denver International Airport (DEN), including procedures for deconfliction through sharing of information between the parties. It is, and will continue to be, to the mutual benefit of each of the parties to assist the other in the context of ERO's removal operations when conducted at DEN.
4. **RESPONSIBILITIES.**
 - a. ERO will:
 - i. Provide notice to DPD of escort operations to occur at DEN prior to such operations, forty-eight (48) hours in advance when possible.
 1. Notice to DPD will include the name of the individual being escorted, a photograph of individual being escorted, flight information, a synopsis of ERO's threat assessment and the basis for such assessment (to include any criminal history that demonstrates a current propensity toward violent behavior, any escape history, any relevant disciplinary history, and any other special concerns as determined by ICE), and the name(s) and contact information for the escorting ERO personnel.

2. ERO will follow all Federal laws, Federal regulations, and DHS, ICE, and ERO policies regarding the use of force, use of restraints, escape reporting, carriage of weapons, coordination with the Transportation Security Administration (TSA), notification to commercial carriers, restraints regarding information disclosure, and other operational concerns.
- b. DPD will:
 - i. Provide ERO personnel with access to and use of a holding cell at DEN for the temporary detention of adult individuals being escorted and in the lawful custody of ICE ERO. When such holding cell is in use by ERO, ERO personnel will remain in the holding cell area at all times to monitor the escorted individual.
 - ii. Provide ERO with access to and use of a designated temporary law enforcement vehicle staging area for ICE vehicles when ERO is dropping off ERO Personnel for escort of an individual in ICE custody to and from or through DEN.
- c. The Parties agree that subsequent uses and treatment of information shared under this Agreement are to be consistent with the following provisions:
 1. Information is shared between ICE and DPD pursuant to an express understanding of confidentiality. Such information, as well as inquiries and requests for information, received by DPD under this Agreement, are to be accorded protection from disclosure to third parties to the extent permissible under applicable law.
 2. Information exchanged pursuant to this Agreement is to be used and disclosed solely for the purposes enumerated herein or as otherwise agreed to by the Parties.
 3. In the event that information provided under this Agreement is the subject of or responsive to a request for records under local or state law or Congressional inquiry, DPD will confer with ICE prior to responding. In the event information provided under this Agreement is responsive to a subpoena issued by a court of competent authority to DPD, DPD shall confer with ICE prior to responding to any such subpoena.
 4. DPD is to obtain permission for the disclosure to third parties of information received pursuant to this Agreement prior to such disclosure, unless there is a compelling need that would justify not making such a request, in which case DPD is to give notice of the disclosure to ICE as soon as practicable.
 5. To prevent the unauthorized disclosure, copying, use, or modification of information provided under this Agreement, the Parties are to permit access to such information on a need to know basis, and use recognized security mechanisms such as passwords, encryption, or other reasonable safeguards to prevent unauthorized access.

5. REPORTING AND DOCUMENTATION.

- a. ERO will account for all disclosures pursuant to this Agreement in accordance with ICE policies on information disclosure.

6. POINTS OF CONTACT.

a. **DPD:**

Lieutenant David Fisher
Denver Police Department
Airport Division
8500 Peña Boulevard
Denver, CO 80249

David.Fisher@denvergov.org

CC: Commander A. Tony Lopez
Denver Police Department
Airport Division
8500 Peña Boulevard
Denver, CO 80249
Tony.Lopez@denvergov.org

b. **ERO:**

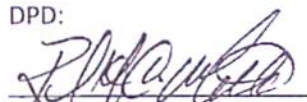
Assistant Field Office Director
Enforcement and Removal Operations – Denver
12445 E. Caley Avenue
Centennial, CO 80111

7. OTHER PROVISIONS. Each Party shall be responsible for its own costs as incurred as a result of this agreement and will not be liable for any costs to the other Party. It shall be in the discretion of each Party as to what personnel and the number of personnel involved in any action contemplated by this protocol. Equipment and personnel of each Party shall at all times be under the supervision and control of said Party and its chain of command. Each Party and their respective personnel, while engaged in performing any duty relating to this protocol, shall retain all applicable rights, privileges, and governmental immunity, and shall be deemed to be engaged in the service and employment of itself.

8. EFFECTIVE DATE. The terms of this protocol will become effective the date on which the last party signs the agreement.
9. MODIFICATION. This protocol may be modified upon the mutual written consent of both parties. The parties will confer annually to determine if any modifications should be made.
10. SEVERABILITY. Nothing in this protocol is intended to conflict with current laws or regulations or the directives of DHS, ICE, TSA, or any other U.S. Government Agency. If a term of this protocol is inconsistent with such authority, then that term shall be invalid and the remaining terms and conditions shall remain in full force and effect.
11. RIGHTS AND BENEFITS. Nothing in this agreement is intended to change, diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions and operations, nor is it intended to create or extend any legal right or benefit, substantive or procedural, enforceable at law by any persons or entity not a party to this protocol against the United States, its agencies or officers, state agencies, or officers carrying out programs authorized under Federal law, or any other person.
12. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect indefinitely. Either Party may upon seven (7) days written notice to the other Party terminate this Agreement.

APPROVED BY:

DPD:


Robert White
Chief of Police
Denver Police Department

1/10/17
Date

ERO:


Field Office Director
Enforcement and Removal Operations, Denver

Jan. 18, 2017
Date